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NOTES OF CASES.

PRINCIPAL AND AGENT—NOTICE—FRAUDULENT PARTICIPATION—Knowledge of an agent is imputable to the principal when the information relates to the business which the agent is carrying on for the principal; but where the agent commits an independent fraud for his own benefit, designedly against his principal, and it is essential to the carrying out of the fraud that he should conceal the real facts from his principal, the presumption of notice is destroyed, and the inference is rather that no communication was made. *Camden Safe Deposit & Trust Co. v. Lord* (N. J.), 58 Atl. 607. See, also, *Martin v. South Salem Land Co.*, 94 Va. 28, where it is held that a corporation is not affected by the knowledge of an agent, when the agent himself contracts with it, or otherwise deals with it in a transaction in which his interests and the interests of the company are opposed, for in such a transaction he could not represent the company.

ALIENATION OF AFFECTIONS—MITIGATION OF DAMAGES—OTHER ALIENATORS—Defendant in an action by a wife for alienation of the affections of her husband may, in mitigation of damages, show that the husband had been improperly familiar with other women during the period of defendant's illicit relations with him, though plaintiff was ignorant of this. *Angell v. Reynolds* (R. I.), 58 Atl. 625.

BANKRUPTCY—PREFERENCE—CONDITIONAL SALE—RECORDING OF CONTRACT—Plaintiff, a wholesale dealer in agricultural implements, entered into a written contract with one Bisenius, a retail dealer in such articles, by which it agreed to ship and deliver to the latter certain articles of machinery, as they should be thereafter ordered by him, the same to be paid for in the manner and at the times specified in the contract. The contract reserved in plaintiff the title and ownership of the property until paid for by Bisenius, and was executed by the parties in July, 1902. The property in question in this action was delivered to Bisenius under the contract, and he has never paid for the same. The contract was properly filed on November 9, 1903, and thereafter this action was brought to recover the property. Subsequently, on November 30, 1903, Bisenius was, upon his voluntary petition in bankruptcy, adjudged a bankrupt. The trustee appointed in those proceedings interposed an answer in the action, claiming that, as the contract under which plaintiff claims was filed within four months of the time Bisenius was adjudged a bankrupt, it constituted a preference within the meaning of the bankruptcy act, and he demanded judgment that the property be awarded to him for the benefit of the creditors of the bankrupt. It is held:

1. That the contract between plaintiff and Bisenius was a conditional sale of the property, the title to which remained in the plaintiff, and was valid and binding between the parties.

2. That the transaction was not intended as a preference; and the filing of the contract within four months of the date when Bisenius was adjudged a bankrupt, though signed and executed long prior thereto, did not render it such within the meaning of the bankruptcy act.

3. That the title to the property never became vested in Bisenius, and by no act of his did the plaintiff obtain a preference over his creditors.

4. That the provision of the bankruptcy act declaring that, where a preference consists in a transfer of property, the period of four months shall not expire until four months after recording or registering the same, refers to transfers originally intended as preferences, or which at their inception constituted such as a matter of law. *Bradley, Clark & Co. v. Benson* (Minn.), 2670.

BANKRUPTCY—FEES OF REFEREE—EXTRA ALLOWANCES—Under Bankr. Act July 1, 1898, c. 541, 30 Stat. 544 [U. S. Comp. St. 1901, p. 3418], as amended by Act Feb. 5, 1903, c. 487, 32 Stat. 797 [U. S. Comp. St. Supp. 1903, p. 409], the only allowance which can be made to a referee in addition to the fees and commission expressly prescribed therein is for expenses necessarily incurred, a detailed account of which must be kept and returned to the court, verified by the oath of the referee, and accompanied by vouchers when they can be procured. *In Re Daniels* (District Ct., N. D. Iowa), 130 Fed. 597.

BANKRUPTCY—CLAIMS OF ATTORNEYS—ALLOWANCE—Bankr. Act July 1, 1898, c. 541, sec. 60d, 30 Stat. 562 [U. S. Comp. St. 1901, p. 3446], provides that if a debtor shall, directly or indirectly, in contemplation of bankruptcy, pay money or transfer property to an attorney, solicitor in equity, or proctor in admiralty, for services to be rendered, the transaction shall be examined by the court on petition of the trustee for creditors, and shall only be valid to the extent of a reasonable amount, to be determined by the court, and the excess may be recovered by the trustee for the benefit of the estate. Section 64b, 30 Stat. 563 [U. S. Comp. St. 1901, p. 3447], provides for an allowance for attorney's services rendered to the bankrupt in assisting him while performing the duties imposed by the act. Held, that section 60d was limited to the allowance of reasonable compensation to attorneys for services rendered to the bankrupt prior to the commencement of the bankruptcy proceedings, and did not cover services rendered in resisting the creditor's petition for an adjudication of bankruptcy. *Pratt v. Bothe* (C. C. A., Sixth Circuit), 130 Fed. 670.

BANKRUPTCY—JURISDICTION OF COURT TO MAKE ADJUDICATION—POSSESSION OF PROPERTY BY RECEIVERS—The fact that the property of a corporation is in the possession of receivers appointed by a state court does not affect the jurisdiction of a court of bankruptcy to adjudicate such corporation a bankrupt. *In Re C. Moench & Sons Co.* (C. C. A., Second Circuit), 130 Fed. 685.